

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant GoodWorks International, LLC 303 Peachtree Street, Suite 4420 Atlanta, GA 30308	2. Registration No. 5414
3. Name of foreign principal Government of Rwanda	4. Principal address of foreign principal Ministry of Finance & Economic Planning P.O. Box 158, Kigali, Rwanda

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state: (also see note on Annex 1)

- a) Branch or agency represented by the registrant. Ministry of Finance & Economic Planning
- b) Name and title of official with whom registrant deals Prof. Romain Murenzi, Minister of Education, Science, Technology & Scientific Research

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

CRM-157
REGISTRATION UNIT
205 HAR - 11 PM 3:36

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐


Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title Carlton Masters, CEO	Signature 
-------------------	--	--

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

GoodWorks International, LLC

2. Registration No.

5414

3. Name of Foreign Principal

Republic of Rwanda

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Attached Annex 1

CRM/ISS
REGISTRATION UNIT
2005 MAR 24 PM 3:36


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attached Annex 1

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Pease See Attached Annex 1

Date of Exhibit B	Name and Title Carlton Masters, CEO	Signature 
-------------------	--	--

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

Annex 1 – GoodWorks International, LLC #5414

Exhibit B

#7. Using best efforts and good faith, GoodWorks shall provide representation services in the US to the Government of Rwanda. GoodWorks shall advocate and represent the interests of Rwanda before the US Administration and Congress, as well as promote Rwanda before the US business community. GoodWorks shall arrange meetings with the US Executive and Legislative bodies, and with strategic corporate leaders in efforts to positively influence US policy in favor of Rwanda and promote increased US investments in Rwanda. Providing a multi-dimensional representation, GoodWorks shall combine national level advocacy, capacity building of Rwandan government officials, state and private visits of top officials of the Rwandan government, including the President, business development and investment promotion, as well as public relations.

#8. GoodWorks shall engage in advocacy on behalf of Rwanda within the US, to enhance Rwanda's public image and promote favorable US policy towards Rwanda. GoodWorks shall organize trade missions and promote forums on Rwanda to encourage increased private US investments, and arrange meetings with top US officials on behalf of and for the Government of Rwanda.

#9. GoodWorks shall arrange meetings on behalf of Rwanda with members of the US Executive and Legislative bodies as well as business entities to promote favorable policies and positions on Rwanda. Through forums and trade missions in the US, GoodWorks shall seek to encourage US investments and increased trade with Rwanda.

Exhibit A

#6 a & b. Note: Although the Ministry of Finance & Economic Planning is the branch of the Rwandan government represented in this agreement, GoodWorks deals directly with the Minister of Education, Science, Technology and Scientific Research, whose ministry the agreement falls under as a line item under the Ministry of Finance & Economic Planning.

REPRESENTATION AGREEMENT

By and Between

GOODWORKS INTERNATIONAL, LLC

And

THE GOVERNMENT OF RWANDA

Dated as of November 4, 2004

CRM/ISS
REGISTRATION UNIT
2005 MAR -4 PM 3:36



TABLE OF CONTENTS

ITEMS	PAGE #
1. PROJECT SUMMARY.....	3
2. REPRESENTATION OBJECTIVES.....	3
3. RATIONALE AND NEED FOR REPRESENTATION.....	3
4. REPRESENTATION SERVICES.....	4
5. SPECIFIC PROJECTS.....	5
6. SCOPE OF AGREEMENT.....	5
7. TERMS: TERMINATION AND RENEWAL.....	6
8. LIMITATIONS AND DISCLOSURE.....	6
9. REPORTS AND DOCUMENTATION.....	6
10. CONFIDENTIAL DATA AND INFORMATION.....	7
11. GOODWORKS WARRANTY.....	7
12. DUTIES OF RWANDA.....	7
13. COMPENSATION AND FEES.....	8
14. BANK ROUTING INFORMATION.....	9
15. SIGNATURES.....	10

1.0 PROJECT SUMMARY

GoodWorks International, LLC (GoodWorks) seeks to enter into a one year Agreement with the Government of Rwanda to advocate and represent its interest before the United States Administration and Congress. Also, GoodWorks will promote Rwanda before the US business community thereby further exposing US businesses to investment opportunities in Rwanda. The representation services (Services) are designed to increase initiatives that result in a favorable policy environment as it relates to Rwanda, thus further improving the public relations and perception of Rwanda. The Services will also include specific tasks at the request of the Republic of Rwanda, whenever necessary and appropriate.

2.0 REPRESENTATION OBJECTIVES

GoodWorks will provide a multi-dimensional representation, which combines national level advocacy, capacity building of Rwandan government officials, state and private visits of President Paul Kagame and senior members of his government to the US, policy analysis, interpretation and harmonization, business development and promotion, as well as public relations.

3.0 RATIONALE AND NEED FOR REPRESENTATION

- 3.1 Research shows a strong correlation between regions in the world which continuously receive favorable economic and political treatment from the US, and effective advocacy from entities which have access to, and effectively can lobby, the Executive and Legislative branches of the US Government. Historically, effective advocacy before these bodies generates substantial interest in a particular matter or country, frequently inducing members of the US Congress and the US Administration to respond more favorably to such a matter or country. Countries without strong advocacy in the US risk being ineffective in convincing Congress or the Administration to adopt legislation or policies favorable to them, thus resulting in less favorable or limited public relations and policy targeted towards them. GoodWorks can work to enhance Rwanda's image through effective representation of Rwanda's interests in the US.
- 3.2 The need to enhance Rwanda's image in the US is directly linked not only to the above-stated rationale, but also relates to the need to boost investor confidence in Rwanda. Without convincing the US business and investment community of the positive results of the Rwandan Government's efforts to overcome economic, political and social problems, and improve the overall investment climate in Rwanda, investment capital from the US private sector, government funding agencies, and/or international financial institutions, may be diverted elsewhere.

4.0 REPRESENTATION SERVICES

In furtherance of the duties described herein, GoodWorks International shall use best efforts and good faith to serve the Government of Rwanda and shall devote all necessary required business time to the representation of Rwanda in the US. GoodWorks shall carry out all activities required for the Legislative, Executive and business development representation of Rwanda, including but not limited to the following "Services":

- 4.1 Coordinating, with the Embassy of Rwanda, visits of President Paul Kagame as well as other Government dignitaries to the US, by arranging for meetings with key individuals at the US Executive and Legislative levels, and with strategic corporate leaders;
- 4.2 Coordinating trade missions to and from Rwanda with US and Rwandan business executives;
- 4.3 Fostering and promoting increased bilateral trade initiatives and missions between the US and Rwanda and encouraging investments by US firms in Rwanda;
- 4.4 Encouraging US firms to take advantage of various OPIC, TDA, and Ex-IM Bank programs, as well as those of other trade-and investment-promotion funds to do business in Rwanda;
- 4.5 Working to harmonize US legislative and trade policies that directly affect Rwanda, and providing guidance to Rwandan officials, relating to the proper interpretation, implications and implementation of US policies. Specifically, GoodWorks will provide such guidance in the cases of the Africa Growth and Opportunity Act and the Millennium Challenge Account.
- 4.6 Through the legislative process, working to bring about an improvement in attitudes and policies towards Rwanda. In addition to using its own skills and resources, GoodWorks will work with the various advocacy groups in Washington, DC and New York City to undertake proactive steps to advocate on behalf of initiatives for Rwanda;
- 4.7 Working to strengthen the capacity of institutions in the US to plan and implement sustainable initiatives and projects for the improvement of US policy toward Rwanda;
- 4.8 Enhancing the public image of Rwanda in the US by careful monitoring of media reports on Rwanda and countering negative information with positive responses. Consistent with the goal of enhancing Rwanda's US and international public image, GoodWorks' representation will assist the Rwandan Ambassador and Embassy staff with any and all matters related to public relations and legislation, including where necessary, preparing

testimony or legislative briefings, reviewing correspondence to congressional members, and drafting op-ed pieces, opinion papers, press releases, etc.

- 4.8 Executing specific projects that fall within the scope of Rwanda's immediate concerns, as well as other projects at the request of the Government of Rwanda, whenever necessary.

5.0 SPECIFIC PROJECTS

In light of the above, GoodWorks will focus particular effort towards the following specific projects, which GoodWorks understands to be of high-level interest and immediate importance to the Government of Rwanda:

- 5.1 Make Rwanda a more important factor in the U. S. Administration's foreign policy towards Africa. In that regard, GoodWorks will implement a strategy to focus greater public attention on the tremendous improvements on the economic, political and social aspects since 1994, when the genocide unfolded.
- 5.2 Provide guidance to Rwandan government officials on the meaning and importance of the Africa Growth and Opportunity Act, and assist such officials, and the Rwandan business community, to attain full understanding of the terms of the Act and how best to maximize the advantages it offers to Rwanda;
- 5.3 Assist the Rwandan government, private sector, and NGO community in working to qualify Rwanda for funding from the Millennium Challenge Account (MCA). While GoodWorks cannot guarantee any results, it can advise, inquire, and offer guidance on the process to adopt that could lead to the sought after results.

6.0 SCOPE OF AGREEMENT

This Agreement covers all government related services offered by GoodWorks for Rwanda.

- 6.1 Subject to the terms and conditions set forth in this Agreement, the Government of Rwanda hereby designates GoodWorks International, LLC as its representative in the United States before the Executive and Legislative branches of the US Government, and GoodWorks hereby accepts such designation.
- 6.2 GoodWorks shall not be designated as an employee of Rwanda in any fashion, whether the contrary may be implied or apparent. GoodWorks shall serve only as an agent of Rwanda with the purpose of representing its interests before the Executive and Legislative branches of the United States Government as well as assisting in improving Rwanda's public image, and performing all other obligations set forth herein.

7.0 TERM, TERMINATION AND RENEWAL

The term of this Agreement shall be one (1) year, commencing on the date of signing of this Agreement and ending one year thereafter. Termination notice shall be given by either party, at least two (2) months prior to the termination date. Renewal of this Agreement is subject to the discretion of the Government of Rwanda. If no renewal notice is provided by the Government of Rwanda to GoodWorks within the prescribed period, this Agreement shall be automatically renewed for one (1) additional year.

8.0 LIMITATIONS AND DISCLOSURE

- 8.1 GoodWorks International shall not enter into any agreement, contract or arrangement with any other government or governmental representative without prior notification and approval by the Government of Rwanda, if it appears that a conflict of interest could arise from such agreement, contract or arrangement. In addition, GoodWorks shall not enter into any agreement with any person, firm or corporation, or other enterprise imposing any legal obligation or liability of any kind on the Government of Rwanda without its prior written consent;
- 8.2 GoodWorks will not transfer, assign or pledge this Agreement or any part thereof or interest therein without first obtaining the prior written consent of the Government of Rwanda.

9.0 REPORTS AND DOCUMENTATION

On at least a quarterly basis, or more frequently if requested, GoodWorks shall provide the Government of Rwanda with written activity reports on the status of or current legislation directly or indirectly affecting Rwanda as well as on Executive guidelines and policies directly or indirectly affecting Rwanda. These updates will include, at a minimum, background information on the issue(s), current Administration or Congressional positions, the extent of support or opposition and from whom, and analysis and suggested courses of action Rwanda may wish to pursue. If the situation dictates, GoodWorks will provide oral updates of the legislation and pending actions etc., followed by memorialization. Such written activity reports also shall analyze current business investment opportunities and activities between the US and Rwanda.



10.0 CONFIDENTIAL DATA AND INFORMATION

GoodWorks acknowledges and agrees that data and information, including state secrets, trade secrets, know-how or other confidential information relating to the services GoodWorks provides to Rwanda is the property of Rwanda. GoodWorks agrees to keep in confidence all data and information received directly or indirectly from Rwanda, not to disclose such data and information to anyone unless so directed (in writing or otherwise) by Rwanda, and to use such data and information for the sole purpose of fulfilling GoodWorks' obligations under this Agreement. GoodWorks further agrees to abide by any instructions from Rwanda concerning disclosure of such data and information.

11.0 GOODWORKS WARRANTY

GoodWorks International covenants and warrants the following:

- 11.1 As representative for Rwanda, GoodWorks is and will remain legally competent to perform its obligations under the laws of the District of Columbia and the Commonwealth of Virginia;
- 11.2 GoodWorks will refrain from any act or omission which might prejudice its qualifications to act as representative of Rwanda;
- 11.3 GoodWorks has sufficient knowledge and experience in representing principals before the Executive and Legislative branches of the US Government; and
- 11.4 GoodWorks has sufficient knowledge and experience in international business development matters to fulfill the terms of this contract.

12.0 DUTIES OF RWANDA

- 12.1 Rwanda agrees to provide GoodWorks with the necessary technical support for the successful representation, including but not limited to, copies of relevant documents needed to support particular positions, access to embassy personnel, particularly the Ambassador, Charge d'Affaires and other logistical support facilitating such representation and necessary follow up action by relevant officials in Kigali.
- 12.2 Rwanda agrees to effectively communicate with GoodWorks on matters of concern regarding issues that may affect the representation of Rwanda by GoodWorks.



13.0 COMPENSATION AND FEES

13.1 Rwanda agrees to pay and GoodWorks agrees to accept compensation for its services under this Agreement. Upon signing of this agreement, GoodWorks and Rwanda hereby agree that compensation to be provided to GoodWorks for the initial period of one (1) year of Services is as follows:

- Initial Retainer.....US\$90,000.00
- Monthly Retainers.....US\$15,000.00

13.2 GoodWorks' representation of the Government of Rwanda for the initial period of one (1) year, will commence upon execution of this engagement letter. The Services shall commence upon receipt of US\$105,000.00 as the Initial Payment, which represents payment of the Initial Retainer of US\$90,000.00, plus the first monthly retainer of US\$15,000.00 for the Services to be provided under this Agreement. GoodWorks and the Government of Rwanda agree that the Initial Retainer will be supplemented by 12 (twelve) monthly installments of US\$15,000.00, due and payable on the 1st (First) of each month to the account indicated below or to any other account designated by GoodWorks.

13.3 In addition to payment of fees for the Services, the Government of Rwanda shall reimburse GoodWorks for all reasonable expenses, as pre-approved by the Government of Rwanda. GoodWorks expects to incur out-of-pocket expenses in connection with this representation, which may include travel expenses and third party services. GoodWorks shall present the Government of Rwanda with an invoice containing a complete account of such expenditures and all reasonable documentation as may be required by Rwanda in connection therewith. Rwanda agrees to reimburse GoodWorks for all such expenses separately, and payable to the bank account indicated below or any other bank account designated by GoodWorks.

13.4 If this Agreement is terminated contrary to the terms stipulated in item 7 of this document, without a new Agreement between the Government of Rwanda and GoodWorks, GoodWorks shall be entitled to the equivalent of two (2) monthly payments as damages for the breach of this Agreement.

•

14.0 BANK ROUTING INFORMATION:

All payments of fees and expenses, including the Initial Retainer, the monthly retainer fees and the expense escrow amount should be remitted via wire transfer to the account set forth below:

Name of Account: GoodWorks International, LLC
303 Peachtree St., NE
Suite 4420
Atlanta, GA 30308

Bank Name: Bank of America, U.S.A.

Account Number: [REDACTED]

Bank Routing Number: [REDACTED]

Bank Contact: Lisa Keller, Vice President
Corporate & Executive Banking
Bank of America, N.A.
600 Peachtree Street
20th Floor
Atlanta, GA 30308

Tel: (404) 607-5894
Fax: (404) 607- 5000

15.0 SIGNATURES

IN WITNESS WHEREOF, GoodWorks International and the Government of Rwanda have executed this Agreement as of the day and year set forth below.

GOODWORKS INTERNATIONAL, LLC

By: [Signature]

Name: CARLTON A. YASTEL

Title: PRESIDENT & CEO

Date: _____

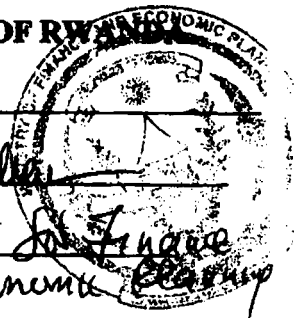
GOVERNMENT OF RWANDA

By: [Signature]

Name: [Signature]

Title: Minister of Finance & Economic Planning

Date: _____



16/11/2004

ADDEDUM

To section 5.0- Specific Projects

In addition to the 3 (three) specific projects outlined in Section 5.0., Good Works International will focus particular effort towards:

- 5.4. Influencing leading U.S. media to pay close attention and offer significant media coverage of the numerous development initiatives being implemented in the post-genocide era in Rwanda. Good Works will work with the Rwandan Government to define and implement the best strategy that will force the media to portray a fair picture of the current political, economic and social platforms, as well as share the Government's vision for the years ahead; In any case this will include regular articles in the written press and programmes on electronic media.
- 5.5. Assisting the Government of Rwanda with organizing visits of influential U.S. policy makers at least once every year.
- 5.6. Soliciting support of US major educational institutions and Foundation for Rwandan Colleges and Universities which could include twining.
- 5.7. Working closely with "think tanks" to organize regular events, conferences highlighting Rwanda's achievements positively (at least twice once a year).
- 5.8. Any other request by Government of Rwanda which is within the purview of GoodWorks mission.

A handwritten signature, possibly reading 'A. J.', is written in black ink below the list of projects.

13.0 COMPENSATION AND FEES

13.3 In addition to payment of fees for the Services, the Government of Rwanda shall reimburse Good Works for all reasonable expenses, as pre-approved by the Government of Rwanda. GoodWorks expects to incur out-of-pocket expenses in connection with this representation, which pay include travel expenses and third parts services. GoodWorks shall present the Government of Rwanda with an invoice containing a complete account of such expenditures and all reasonable documentation as may be required by Rwanda in connection therewith. Rwanda agrees to reimburse GoodWorks for all such expenses separately, and payable to the bank account indicated below or any other bank account designated by GoodWorks.

13.4. In conformity with Article 7.0 Government of Rwanda reserves the right to withdraw from the Representation Agreement at any time without giving reasons giving 2 months notice and provided it settles all agreed reasonable expenses by GoodWorks up to that point incurred in relation to this Agreement.

A handwritten signature in black ink, appearing to be a stylized 'R' or 'P' with a long horizontal stroke extending to the left.